

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE: ) CHAPTER 13  
 )  
SANDRA LEE VENTRONE ) CASE NO. 15-52886  
 )  
Debtor ) JUDGE ALAN M. KOSCHIK  
 )  
 ) **MOTION TO AVOID SECURITY**  
 ) **INTEREST IN EXEMPT PROPERTY**  
 ) **UNDER USC §522(f)**

Now comes the Debtor, Sandra Ventrone, by and through the undersigned counsel, and represents as follows:

1. That the creditor, Eagle Loan Company of Ohio, Inc., has a non-possessory, non-purchase-money security interest in the following described property of the debtor, which property is held primarily for the personal, family, and household use of the debtor and her dependents:

1 Kodak camera  
1 Hewlett Packard computer  
1 Sony DVD player  
1 Toshiba stereo system  
1 Sony television set  
1 Panasonic television set  
1 Craftsman air compressor  
2 Craftsman lawn mowers  
1 Samsung suitcase

2. That the security interest of the creditor, Eagle Loan Company of Ohio, Inc., impairs an exemption to which the debtor would have been entitled under the laws of the State of Ohio, which exemptions have been claimed by the debtor in this case and have been allowed.
3. That the debtor is entitled to avoid the security interest of the creditor, Eagle Loan Company of Ohio, Inc., in the above-described property under the provisions of 11 USC §522(f).

WHEREFORE, the Debtor moves this Court to schedule a hearing on notice as provided in Fed.R.Bank.P.4003(d) and 9014 and to thereafter enter an order avoiding the lien of the creditor, Eagle Loan Company of Ohio, Inc., in the property described in paragraph 1 above.

Respectfully submitted by,

  
/s/ Robert W. Heydorn  
Robert W. Heydorn, Attorney for Debtor  
Ohio Reg. No. 0000898  
Hoover, Heydorn & Herrnstein Co., LPA  
527 Portage Trail  
Cuyahoga Falls, OH 44221  
Phone: 330-929-2676  
Fax: 330-929-7963  
Email: [bobheydorn@hotmail.com](mailto:bobheydorn@hotmail.com)

**NOTICE**

No hearing shall be held on the foregoing, and the same may be granted without a hearing, unless an affected party files with the Court within twenty-one (21) days from the date of the service of this notice a written request for a hearing on the foregoing with the Clerk of this Court and serves a copy of this hearing request upon the attorney for the debtor. 11 U.S.C. 102(1)(b)

  
\_\_\_\_\_  
/s/ Robert W. Heydorn  
Robert W. Heydorn, Attorney for Debtor  
Ohio Reg. No. 0000898  
Hoover, Heydorn & Herrnstein Co., L.P.A.  
527 Portage Trail  
Cuyahoga Falls, OH 44221  
Phone: 330-929-2676  
Fax: 330-929-7963  
Email: bobheydorn@hotmail.com

**NOTICE OF DEBTOR'S MOTION TO AVOID SECURITY INTEREST**

**Debtor has filed papers with the Court to avoid the security interest in exempt property as shown on claim #1, filed on December 12, 2016, a copy of which is included with this motion.**

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the Court to permit Debtors to declare the invalidity of your claim or modify it, or if you want the Court simply to consider your views on the motion, then on or before **March 22, 2016**, you or your attorney must:

- ❖ File, with the Court, a written request for a hearing, and a written response setting forth the specific grounds explaining your position at:

Clerk, U.S. Bankruptcy Court  
Northern District of Ohio  
2 South Main Street  
Akron, OH 44308

- ❖ In addition to filing a response with the Court, parties requesting a hearing must serve all parties in the attached certificate of service either through the mailing address provided or, where applicable, by the Court's Electronic Filing System (ECF).

Attorney for Debtor:  
Robert W. Heydorn,  
Attorney for Debtor  
527 Portage Trail  
Cuyahoga Falls, OH 44221

Trustee:  
Keith L. Rucinski  
Chapter 13 Trustee  
One Cascade Plaza, Suite 2020  
Akron, OH 44308

If you, or your attorney, do not take these steps, the Court may decide that you do not oppose the objection to your claim and may enter an order denying the claim, or modifying it, without holding a hearing.

Date: March 1, 2016

*Robert W. Heydorn*  
/s/ Robert W. Heydorn  
Robert W. Heydorn  
Attorney for the Debtor

**CERTIFICATE OF SERVICE**

I certify that on March 1, 2016, a true and correct copy of the foregoing Motion was served:

Via the Court's Electronic Case Filing System to these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Keith L. Rucinski, Chapter 13 Trustee at [krucinski@ecf.epiqsystems.com](mailto:krucinski@ecf.epiqsystems.com),  
[efilings@ch13akron.com](mailto:efilings@ch13akron.com)

Office of the U.S. Trustee at [registered address@usdoj.gov](mailto:registered.address@usdoj.gov)

And by regular US mail, postage prepaid, on:

Sandra Ventrone  
319 Ellen Avenue  
Akron OH 44305

Eagle Loan Company of Ohio, Inc.  
1889 West Market Street  
Akron, OH 44313

  
/s/ Robert W. Heydorn

Robert W. Heydorn, Attorney for Debtor  
Ohio Reg. No. 0000898  
Hoover, Heydorn & Herrnstein Co., LPA  
527 Portage Trail  
Cuyahoga Falls, OH 44221  
Phone: 330-929-2676  
Fax: 330-929-7963  
Email: [bobheydorn@hotmail.com](mailto:bobheydorn@hotmail.com)

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF OHIO		PROOF OF CLAIM
Name of Debtor  SANDRA LEE VENTRONE	Case Number:  15-52886	
NOTE. Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property):  EAGLE LOAN COMPANY OF OHIO INC		
Name and address where notices should be sent: EAGLE LOAN CO OF OHIO INC 1889 WEST MARKET ST AKRON OHIO 44313		COURT USE ONLY  <input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Telephone number (330) 861-0700 email: EAGLE86@ATT.NET		Court Claim Number: _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above):  Telephone number _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars
1. Amount of Claim as of Date Case Filed: \$ 1,935.86		
If all or part of the claim is secured, complete item 4.		
If all or part of the claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: _____ (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:  9 4 7 6	3a. Debtor may have scheduled account as:  (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____		
Value of Property: \$ 1,935.86		
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

I am the creditor.  I am the creditor's authorized agent

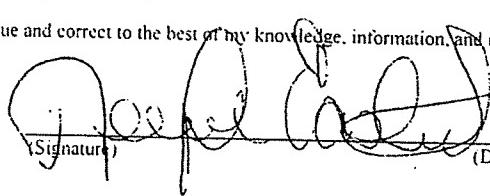
I am the trustee, or the debtor, or their authorized agent.  
(See Bankruptcy Rule 3004.)

I am a guarantor, surety, indorser, or other codebtor  
(See Bankruptcy Rule 3005.)

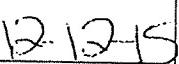
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: JENNIFER EASTERLING  
Title: ASSISTANT MANAGER  
Company: EAGLE LOAN CO OF OHIO INC

Address and telephone number (if different from notice address above):



(Signature)



(Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

*Penalty for presenting fraudulent claim:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011 If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Name of Borrower(s) \_\_\_\_\_

**Identification of Security Form  
(Valuation of Personal Property)**

In connection with the security agreement, I (we) hereby identify the personal property securing a loan together with a total of the replacement value of the property defined below.

**1. Items Purchased With the Proceeds of the Credit Transaction**

#	ITEM	REPLACEMENT VALUE	#	ITEM	REPLACEMENT VALUE

**2. Items Currently Owned by the Borrower(s)**

#	ITEM	Brand Name or Description	REPLACEMENT VALUE	#	ITEM	Brand Name or Description	REPLACEMENT VALUE
	Electronics				Garden & Tools		
	Binoculars				Air Compressor (gasoline)		
	Camcorder				Auto Repair Equip	CRAFTSMAN	200.00
	Camera & Accessories	KODAK	700.00		Chain Saw		
	CB/Ham, Scanner Radio				Drill (electric)		
	Computer (Desktop)	DACKARD HEWITT	500.00		Lawn Mowers	CRAFTSMAN (3)	1000.00
	Computer (Laptop)				Lawn Tractors		
	Computer Printer				Leaf Blower		
	DVD Player (s)	SONY	200.00		Log Splitter		
	CD/DVD Collection				Home Workshop Tools		
	DVD/VCR Combo				Home Workshop Tools		
	GPS				Seed Spreader		
	i-Pod/MP-3				Snow-Blower		
	Home Theatre System				Table Saw		
	PDA				Jewelry	(except wedding rings)	
	Stereo System	TOSHIBA	500.00		Jewelry		
	Stereo Components				Jewelry		
	Television (second)	SONY	800.00		Jewelry		
	Television (third)	PANASONIC	600.00		Miscellaneous		
	Television (fourth)				Amplifier/Speaker		
	Two/DVR				Antiques (+100 yrs)		
	Video Game System				ATV 4 Wheeler		
	Video Game Collection				Crystal (Except Dishes)		
	Misc. / Hobby				Dirt Bike		
	Gun (s)				Figurine Collectibles		
	Gun (s)				Figurines		
	Aquarium & Equipment				Golf Cart		
	Baseball Card Collection				Jet Ski		
	Bicycle				Keyboards		
	Camping Equipment				Luggage	SAMSUNG	300.00
	Con. Stamp Collection				MacBook		
	Exercise Equipment				Motor Scooter		
	Fishing Equipment				Musical Instrument		
	Golf Clubs				Paintings		
	Hobby Equipment				Piano / Organ		
	Hunting Equipment				Pictures		
	Jacuzzi/Hot Tub				Ping Pong Table		
	Pool (Above Ground)				Poo Table		
	Scuba Equipment				Snowmobile		
	Telescope				Statue(s)		

**3. Items Purchased With the Proceeds of a Prior Credit Transaction and Now Owned by the Borrower(s)**

#	ITEM	Brand Name or Description	REPLACEMENT VALUE	#	ITEM	Brand Name or Description	REPLACEMENT VALUE

I (we) hereby affirm that the replacement value of goods used as security on this credit transaction is \$ 4,800

Date: 5-12-15Borrower(s) Signature: Janice Ventresca

FORM9 - (11/11)

Borrower(s) Signature: \_\_\_\_\_



ACCOUNT NUMBER 89476	SECURITY AGREEMENT (CONSUMER GOODS)							
TYPE								
DEBTOR(S) (NAMES & ADDRESSES) SANDRA L VENTRONE  319 ELLEN AVE AKRON, OH 44305				SECURED PARTY Eagle Loan Company of Ohio Inc. 1889 West Market St.  Akron, OH 44313				
Date of Note and this Security Agreement 05/12/2015	First Payment Due Date 06/12/2015	Other Payments Due on Same Date of Each Month	Final Payment Due Date 07/12/2016	Amount of First Payment \$ 229.00	Amount of Balloon Payment \$ 0.00	Amount of Monthly Payment \$ 229.00	Total Number of Payments 14	Term of Loan in Months 14
ANNUAL PERCENTAGE RATE 38.80 %		FINANCE CHARGE \$ 659.82		Amount Financed \$ 2,546.18			Total of Payments \$ 3,206.00	

Debtor(s) do(es) hereby grant, for a valuable consideration, receipt of which is hereby acknowledged, unto Secured Party, its successors and assigns, a security interest in the following described property and any and all accessions thereto and the process thereof (the "Collateral").

**DESCRIPTION OF COLLATERAL:**

PERS PROP

to secure payment of indebtedness as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, absolute or contingent, due or to become due including all costs and expenses incurred in the collection of the indebtedness and all future advances made by Secured Party for taxes levied, insurance and repairs to or maintenance of the Collateral.

Debtor hereby warrants and agrees that:

1. The Collateral is or is to be used by the Debtor primarily for personal, family or household purposes.
2. If the Collateral is or is to be attached to real estate, a description of the real estate is as follows:

and the name of the record owner is N/A

3. The Collateral will be kept at Debtor's residence. Debtor will promptly notify Secured Party of any change in the location of the Collateral and Debtor will not remove the Collateral from the above address without the written consent of Secured Party.
4. The collateral  is  is not being acquired with the proceeds of said note or notes which Secured Party may pay directly to the seller.
5. Except for the security interest granted herein, Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.
6. Debtor will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the written consent of Secured Party and will not permit any lien, security interest or encumbrance to attach to the Collateral.
7. No financing statement covering the Collateral is on file in any public office and at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Ohio Uniform Commercial Code in form satisfactory to Secured Party and Debtor will pay the cost of filing in all public offices wherever filing is deemed necessary by Secured Party. A carbon, photographic or other reproduction of this agreement or a financing statement will be sufficient as a financing statement.
8. Debtor will maintain the Collateral in good condition and repair; will maintain insurance on the Collateral against fire, theft, and such other hazards and in such form and amount as Secured Party may require and for the benefit of Debtor and Secured Party as their interest shall appear; and will pay and discharge all taxes imposed on the Collateral. Debtor assigns to Secured Party all right to proceeds of any insurance not exceeding the unpaid balance which policy or policies shall be delivered to Secured Party and shall be with a company or companies satisfactory to Secured Party.

At its option, Secured Party may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral should Debtor fail to do so. Debtor agrees to reimburse Secured Party on demand for any payment so made and until such reimbursement, the amount so paid by Secured Party shall be added to the principal amount of the indebtedness.

The occurrence of any of the following events or conditions shall constitute an event of default under this agreement (the "Events of Default"): (a) default in the secured hereunder; (b) loss, theft, destruction, sale or encumbrance of or to the Collateral; (c) death, dissolution, termination of existence, insolvency, business bankruptcy or insolvency laws by or against Debtor; (d) any default under the terms hereunder; or (e) Secured Party deems itself insecure. After the occurrence of an Event of Default Secured Party may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and Secured Party shall have the rights and remedies of a secured party under the Ohio Uniform Commercial Code, including but not limited to the right to take possession of the Collateral. Debtor agrees, upon request of Secured Party, to assemble the Collateral, and to make it available at the place designated by Secured Party. Any at least ten days before the time of such disposition. Any waiver by Secured Party of any default shall not be effective unless in writing and shall not operate as a waiver of any other default or of the same default on a subsequent occasion.

This Agreement will be governed by and construed in accordance with Ohio law. Secured Party is hereby authorized to fill any blank spaces hereunder. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. If there is more than one Debtor, their obligations hereunder shall be joint and several. This Agreement constitutes the entire agreement between the parties.

ACCEPTED

BY Sandra L. Ventrone  
Its Agent

SIGNED

Sandra L. Ventrone  
Debtor

Debtor

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND  
DAMAGE TO PROPERTY IS NOT INCLUDED.

ORIGINAL COPY